IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

INFINITY INDEMNITY:

INSURANCE COMPANY, : CIVIL ACTION

Plaintiff,

:

v.

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JANNETTE GONZALEZ, et al., : No. 11-4922

Defendants. :

ORDER

AND NOW, this **4**th day of **June**, **2012**, upon consideration of Plaintiff's Motion for Summary Judgment, and for the reasons stated in the Court's Memorandum dated June 4, 2012, it is hereby **ORDERED** that:

- 1. The motion (Document No. 21) is **GRANTED**.
- 2. Plaintiff has no duty to defend and/or pay defense costs to or on behalf of Gonzalez and/or Barrios in connection with any claims arising out of the automobile accident that occurred on November 24, 2010.
- Plaintiff has no duty to indemnify Gonzalez and/or Barrios in connection with any claims arising out of the automobile accident that occurred on November 24, 2010.
- 4. Plaintiff has no duty to pay benefits under Part E of the policy (No. 137-54939-8393-001) to Gonzalez for damages to her 2005 Dodge Caravan arising out of the automobile accident that occurred on November 24, 2010.

5. The Clerk of Court is directed to close this case.

BY THE COURT:

Berle M. Schiller, J.